

MARGARET DONNELLAN TODD
COUNTY LIBRARIAN

June 5, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AWARD OF LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
AGREEMENT FOR PUBLIC LIBRARY HEADQUARTERS
(DISTRICT 4) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that landscape and grounds maintenance services can be more economically performed by independent contractors than by County employees.
2. Approve and instruct the Chairman to sign the attached Agreement with Grace Building Maintenance Co., Inc. to provide landscape and grounds maintenance services for the Public Library Headquarters facility for a period of 48 months, with one 12-month renewal option and month-to-month extensions, not to exceed a total of six months, at an annual cost of \$11,652. This Agreement shall become effective upon your Board's approval or July 1, 2007, whichever is later.
3. Authorize the contractor to proceed with the work in accordance with the specifications, terms, conditions, and requirements of the Agreement.
4. Delegate authority to the County Librarian or her designee to approve and execute all modifications created by increases or decreases in the number of facilities or days of service at any of the County libraries over the term of the Agreement.
5. Delegate authority to the County Librarian or her designee to approve and execute all renewal options, and month-to-month extensions not to exceed a total of six months pursuant to the terms of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This is to recommend that the Board approve the award of an Agreement for landscape and grounds maintenance services to Grace Building Maintenance Co., Inc. (Grace) as part of a continuing effort by the Department to provide the best possible service to the public at the lowest responsible cost. This recommendation is submitted based upon a finding that the provision of landscape and grounds maintenance services for the affected County facility can be performed more economically by an independent contractor.

The recommended contract award is needed to continue the provision of landscape and grounds maintenance services at the Public Library Headquarters facility as detailed in Attachment A. Service at this facility is currently provided by Midori Gardens. The current contract with Midori Gardens expires on June 30, 2007.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of service excellence, fiscal responsibility, and organizational effectiveness.

FISCAL IMPACT/FINANCING

Grace's estimated annual cost for the Public Library Headquarters facility is \$11,652. This represents a cost savings of \$6,729 (37%) over the estimated County cost (including start-up costs) to perform similar services for the first year. The attached cost savings (Attachment B) were calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The proposed Agreement does not include any cost-of-living increases.

The cost for this Agreement will be paid from existing funds included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code as amended, proposals were solicited for the provision of landscape and grounds maintenance services at the Public Library Headquarters facility. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest. On final analysis and consideration of an award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

This Agreement is in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The recommended contractor has agreed to comply with all terms, conditions, and requirements of the County's Living Wage Program. Grace will pay its full-time employees providing County services a living wage of \$11.84 per hour without health benefits. In addition, the recommended contractor agrees to consider qualified GAIN/GROW participants for employment openings; and agrees to comply with the Jury Service Program and the Safely Surrendered Baby Law.

County Counsel has reviewed and approved the proposed Agreement as to form.

CONTRACTING PROCESS

On December 26, 2006, proposals were solicited from the Public Library's proposers list (Attachment C), which includes contractors listed on the County's Office of Affirmative Action Compliance Community Business Enterprise (CBE) Database. Advertisements were placed in the *Los Angeles Times*, *The Sentinel*, and a number of bilingual community newspapers published by The Eastern Group. The solicitation information was also made available to prospective contractors on the Internet through the Office of Small Business website. The CBE information is summarized in Attachment D.

The mandatory proposers conference was held on January 12, 2007 with 18 potential proposers in attendance. Contractors were informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions. The Public Library received a total of five proposals for the Public Library Headquarters facility. Four proposals were evaluated and one proposal was withdrawn during the evaluation process. Each proposal was rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; Living Wage compliance; and cost. The Public Library also reviewed available resources to assess the recommended contractor's past performance, history of labor law violations, and prior experience with County contracts.

The Department determined, through the Request for Proposals process, that these services can be performed more economically by an independent contractor, and recommends awarding an Agreement to Grace Building Maintenance Co., Inc. The recommended contractor was ranked the highest overall, and was determined to have the most responsive and responsible proposal.

Grace will pay its employees a living wage of not less than \$11.84 per hour without health benefits. The recommended contractor will also provide its employees with paid holidays. The Proposition A Contracting -- Employee Wages & Benefits form summarizing and comparing the contractor's wages and benefits to those of the County

The Honorable Board of Supervisors
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is attached (Attachment E).

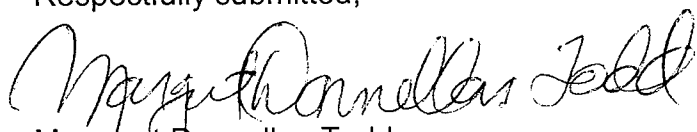
IMPACT ON CURRENT SERVICES

Approval of the Agreement will assure the continuation of landscape and grounds maintenance services for the Public Library Headquarters facility.

CONCLUSION

Please return a conformed copy of the adopted Board Letter and the Agreement to the Public Library and the Office of the County Counsel. In addition, please return to the Public Library two fully conformed copies of the agreement with original signatures.

Respectfully submitted,

A handwritten signature in cursive script, reading "Margaret Donnellan Todd".

Margaret Donnellan Todd
County Librarian

MDT:DF:RG:TVF:ph

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Attachments

c: Chief Administrative Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller

COUNTY OF LOS ANGELES PUBLIC LIBRARY

Landscape and Grounds Maintenance Services Library Headquarters (LHQ)

First District

None

Second District

None

Third District

None

Fourth District

Library Headquarters

Fifth District

None

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Ground Maintenance Services - (LHQ)

County Cost
Direct

Salaries

Position	Monthly Salary (1)		No. of Positions (2)	Top Step Variance	No. of Months	Total
	7/1/07-12/29/07	1/1/08-7/1/08				
Ground Maintenance Worker	\$2,801.36	\$2,885.00	0.24	0.963212	12	7,833
			0.24			
Sub-Total Salaries						7,833
Employee Benefits	33.99%					2,663
						\$ 10,496

Services & Supplies

	Monthly Cost	No. of Months	Total
Supplies & Materials (6)	50.00	12	600
(cleaning Supplies & paper goods)			
Uniform (3)	1.71	12	21
Total Services & Supplies			\$ 621

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (4)	50	12	600
Equipment - One-Time Start Up (5)			6,665
Total Equipment			\$ 7,265
Fixed Asset - One-Time			

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 18,381
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Contracting Costs

Direct
Contract Cost \$ 11,652

Indirect Cost

Contract Monitoring 0

Total Contract Costs	\$ 11,652
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Estimated Savings from Contracting	\$ 6,729
(Avoidable Costs Less Contract Costs)	37%

GROUND MAINTENANCE SERVICES-LHQ
COUNTY VS. CONTRACTOR COSTS
Contractor - Grace Building Maintenance Co., Inc.
By Category

Costs by Category		County	Contractor	Difference
STAFFING:				
	Ground Maintenance Worker	0.24	0.20	0.04
TOTAL STAFFING		0.24	0.20	0.04
S & EB				
	Salaries	\$7,833	\$6,300	\$1,533
	Employee Benefits	2,663	1,800	863
TOTAL S & EB		\$10,496	\$8,100	\$2,396
SERVICES AND SUPPLIES				
	Supplies & Material	\$600	\$600	\$0
	Uniforms	21	360	(339)
	Services	0		0
	Telephone/Utilities	0		0
	Mileage		0	0
TOTAL SERVICES AND SUPPLIES		\$621	\$960	(\$339)
EQUIPMENT				
	Equipment - ongoing	\$600	\$600	\$0
	Equipment - one time startup	6,665	0	6,665
TOTAL EQUIPMENT		\$7,265	\$600	\$6,665
TOTAL SERVICES/SUPPLIES/EQUIPMENT		\$7,886	\$1,560	\$6,326
General Liability/Auto Insurance		0	240	(240)
General Accounting/Bookkeeping		0	600	(600)
CONTRACT MONITORING		0	600	(600)
OVERHEAD & PROFIT		0	552	(552)
TOTAL COUNTY VS. CONTRACT COSTS		18,382	11,652	6,730

PUBLIC LIBRARY
GROUND MAINTENANCE SERVICES
LHQ
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
GRACE BUILDING MAINTENANCE CO., INC.

Salaries	Position	Full Time Equivalent	Hourly Rate/monthly Rate	Total
	Ground Maintenance Worker	0.20	\$15.00	6,300
		Total Salaries:		\$ 6,300
	Employee Benefits	12.00	150.00	\$ 1,800
	Total Salaries and Employee Benefits			\$ 8,100
	Equipment	# of Months	Cost/Month	Total
	Vehicle	12		0
	Office equipment	12	50	600
			Total Equipment	600
	Services and Supplies			
	Supplies	12	50	600
	Services	12	30	360
	Telephone/Utilities	12		
			Total S & S	960
	Total Equipment/Services and Supplies			\$ 1,560
	General Liability/Auto Insurance	12	20	240
	General Accounting/Bookkeeping	12	50	600
	Management Overhead	12	50	600
	Overhead/Profit	12	46	552
	CONTRACTING COSTS			\$ 11,652

County of Los Angeles Public Library
County's Estimated Avoidable Costs
Landscape and Grounds Maintenance Services- LHQ
Notes to the Contract Analysis

- (1) Salaries are based upon board approved 2006/07 salary ordinance rates and include the cost-of-living adjustments scheduled to be received beginning July 1, 2007 and January 1, 2008.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for LHQ. Based on the contractor's annual working hours of 2088 vs. the County's annual working hours of 1762. (Information provided by Contract Section)
- (3) Cost of uniforms was based on agreement vendor quote within last 6 months (Information provided by Contract Section)

Shirt + Trousers = Total Cost (Including Taxes)

$\$14.34 + \$28.41 = 42.75 \times 2 \text{ uniforms per employee} \times 0.24 \text{ employees} = \$ 20.52$

- (4) The monthly ongoing equipment cost of \$50.00 per vendor's quotes. (Information provided by Contract Section)
- (5) Equipment Start Up Costs include items required for 1 Facility. Cost based on agreement vendor's quotes (within the last two weeks) and includes the shipping charge & 8.25% sales tax. (Information provided by Contract Section)

Powerland Equip: Mower, Edger, Chainsaw, Weed eater, air blower, and stepladder	\$ 1,739.95
Misc. Garden Tools: gas line trimmer, hose Hedge trimmer, rake, bow rake, pruner, and lopper	\$ 1,006.01
Bags-polypropylene 14"x26"	\$ 11.30
Vehicle-stake bed truck 1 ton- each	<u>\$ 30,567.00</u>
 Total	 <u>\$ 33,324.26</u>

Annual cost spread over five-year life	\$ 6,664.85
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- (6) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the County's calculation. (Information provided by Contract Section)

ACCENT LANDSCAPE INC.
P.O. Box 3550
Gardena, CA 90247

**MARIPOSA HORTICULTURAL
ENTERPRISES INC.**
15529 Arrow Highway
Irwindale, CA 91706

APPLE'S TRACTOR SERVICE
P.O. Box 354
Norwalk, CA 90651

**FAR-EAST LANDSCAPE AND
MAINTENANCE**
P.O. Box 950351
Mission Hills, CA 91395

**INTERNATIONAL ENVIRONMENTAL
CORPORATION**
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Panorama City, CA 91412

NOON PRODUCTIONS, LLC
21133 W. Cross Creek Drive.
Santa Clarita, CA 91350

PAN AMERICA LANDSCAPING INC.
4570 Van Nuys Blvd. #284
Sherman Oaks, CA 91403

AETNA TRADING CORP.
34 Wintersweet Way.
Irvine, CA 92612

ARBOR PLUS CO.
3279 Eagle Rock Blvd.
Los Angeles, CA 90065

FLANIGAN FARMS
9522 Jefferson Blvd.
Culver City, CA 90232

G & C EQUIPMENT CORPORATION
1875 W Redondo Beach Blvd. Suite 102
Gardena, CA 90247

GALLO'S NURSERY
P.O. Box 3367
South El Monte, CA 91733

NATHAN KIMMEL COMPANY, LLC
P.O. Box 21462
Los Angeles, CA 90021

PURPLE PERAL
1933 South Broadway LA Mart#424
Los Angeles, CA 90007

CORNERSTONE STUDIOS< INC.
106 W. 4th St., 5th floor
Santa Ana, CA 92701

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CAM SERVICES
5664 Selmaraine Dr.
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Mission Hills, CA 50351-0351

KATHERINE SPITZ ASSOCIATES INC.
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Newport Beach, CA 92660

MELENDREZ ASSOCIATES
617 South Olive St. 11th Floor
Los Angeles, CA 90014

TAKAHASHI ASSOCIATES
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La Harbra, CA 90631

AMADO LANDSCAPING INC.
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Hawthorne, CA 90250

ANIL VERMA ASSOCIATES INC
444 South Flower St., Suite 1688
Los Angeles, CA 90071

LANDSCAPE ASSOCIATES INC.
16251 N. Filbert Street
Sylmar, CA 91342

MTGL INC.
2992 E. La Palma Ave., Suite A
Anaheim, CA 92806

AC HORTICULTURA MANAGEMENT
18419 Ludlow St.
Northridge, CA

ALD LANDSCAPE & MAINTENANCE
1350 W. 228th St. #6
Torrance, CA 90745

AMERICAN GOLF CORPORATION
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19800 S. Main St.
Carson, CA 90745

AZTECA LANDSCAPE
1027 E. Acacia St.
Ontario, CA 91761

BENNETT ENTERPRISES INC.
25889 Belle Porte Ave
Harbor City, CA 90710

BRIGADIER CORP.
915 W. Foothill BL. #C-403
Claremont, CA 91711

CACHO LANDSCAPE
711 Truman St.
San Fernando, CA 91340

COMMERCIAL TREE CARE
2488 San Fernando Rd. Unit B
Newhall, CA

**CREATIVE CONCEPTS LANDSCAPE
MANAGEMENT INC.**
4118 La Crescenta Ave.
La Crescenta, CA

CUT N EDGE INC.
P.O. Box 4457
Valley Village, CA

**DIVERSIFIED MAINTENANCE
SERVICES INC.**
145 Pasadena Ave.
South Pasadena, CA 91030

ONYX WORLD COMPANIES INC
6112 S. Croft Ave.
Los Angeles, CA 90056

EP MAINTENANCE
16202 Alpine Pl.
La Mirada, CA 90638

**ENVIRONMENTAL MAINTENANCE
CO.**
10950 South Central Ave.
Los Angeles, CA 90059

FRANK MATTISON LANDSCAPE
43759 15th St. W. #217
Lancaster, CA

GARDNER TRACTOR SERVICE
10552 Chestnut Ave.
Stanton, CA

GENERAL SECURITY SERVICE INC.
14009 Crenshaw Blvd #D
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GOMEZ LANDSCAPE DESIGN
23932 Clarington Dr.
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GOODWILL SO CALIF-VALLEY
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GRANDVIEW TREE SURGERY CO.
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GREEN TECH
13128 Telegraph Rd. Suite G1
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GREEN TIPS GARDENING
732 North Elspeth Way
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GROUNDWORKS LANDSCAPE INC.
111 East 220th St.
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JOHNSON CONTROLS INC.
7315 N Atlantic Ave.
Cape Canaveral, FL

JUAN MUNOZ JM LANDSCAPING
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L. BARRIOS & ASSOCIATES INC
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Sylmar, CA 91342

LIMCO
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**NEW GENERATION LANDSCAPE CO.,
INC.**
16042 Basset St.
Van Nuys, CA 64805-4805

NEW VISION
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Santa Paula, CA 93060

OAKRIDGE LANDSCAPE, INC.
8618 Haskell Ave.
North Hills, CA 91343

**OROZCO LANDSCAPE AND TREE
CO.**
11194 Pipeline Ave.
Pomona, CA

**PARKWOOD LANDSCAPE MAINT.,
INC.**
16443 Hart St.
Van Nuys, CA 91406

TORIBIO'S LANDSCAPE

Jose Toribio
937 e. Haltern St.
Azusa, CA 91702

PLANT TERRA LANDSCAPE INC.

13913 La Cascada Ct.
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POWERLAND EQUIPMENT, INC.

27943 Valley Center Rd.
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**REAL ESTATE CONSULTING &
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635 e. 1ST St., #418
Tustin, CA

RMT GOLD & SPORT

26517 Calle Lorenzo
San Juan Capo, CA

S.C. YAMAMOTO, INC.

2001 Emery Ave
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SIERRA WEST LANDSCAPE CO.

PO Box 787
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SIMMON'S POWER EQUIPMENT, INC

12117 Van Owen St.
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SPRAGUE CONSULTANTS, INC.

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STEVENS TREE EXPERTS

2570 E. Walnut St., Ste. A
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SYSTEMS MANAGEMENT, INC.

1635 N. Lake Ave.
Pasadena, CA

TREE PRESERVATION, INC.

1146 N. Central Ave. #531
Glendale, CA

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Gardena, CA

TRUGREEN LANDSCAPE

1367 W. 9th St.
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TRUGREEN LANDSCAPE

7755 Deering Ave.
Canoga Park, CA

TRUGREEN LANDSCAPE

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VALLEY LIGHT INDUSTRIES INC

5358 Irwindale Ave., Unit B
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VILLA ESPERANZA SERVICES

2116 E. Villa St.
Pasadena, CA

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MISSION CRITICAL ENTERPRISES
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MOORE, IACOFANO, GOLTSMAN INC.
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Santa Monica, CA

MORSE-BOUDREAUX ARCHITECTS
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Costa Mesa, CA

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Pasadena, CA 91106

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NUVIS
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Costa Mesa, CA

PDG ARCHITECTS
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Calabasas, CA

PLAN-AIRE
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Laguna Beach, CA 92651

PLANTASIA
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RBF CONSULTING
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Irvine, CA

RETRIEVER INC.
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Eagan, MN 55122

RNL DESIGN
800 Wilshire Blvd., Ste 400
Los Angeles, CA

**RTK ARCHITECTS ROBINSON,
TAKAHSHI, KATZ**
2020 S. Robertson Blvd.
Los Angeles, CA

THE ACRES GROUP, INC.
901 S. Fremont Ave., Ste. 238
Alhambra, CA

SAL'S TREE SERVICE
11406 Walnut Street
Whittier, CA 90606

SAVAGE CYBER SEARCH
9335 Columbine Ave.
California City, CA

SPOHN RANCH, INC.
15131 Clark Ave., Unit B
Industry, CA 91745

TORRES ARCHITECTS, INC.
2421 W. 205th St., Ste. D200
Torrance, CA

SWA GROUP
2200 Bridgeway
Sausalito, CA

TURPIN & RATTAN ENGINEERING
2441 Honolulu Ave., Ste 200
Montrose, CA

TYLER/GONZALEZ ASSOCIATES
12 South Fair Oaks Ave., Ste. 200
Pasadena, CA 91105

URDIANO'S GARDENING INC.
12348 Rush St.
South El Monte, CA 91733

VALLEYCREST LANDSCAPE MAINT.
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Santa Ana, CA

VFL PLANNING CONSULTANTS
11712 Doty Ave.
Hawthorne, CA 90250

WILLDAN ASSOCIATES
13191 Crossroads Parkway North, Ste. 405
City of Industry, CA

WRC CONSULTING SERVICES, INC.
1800 E. Gary Avenue, Suite 213
Santa Ana, CA 92705

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUND MAINTENANCE SERVICE - LHQ**

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	Grace Building Maintenance Co.	Sepco Earthscape, Inc.	Far-East Landscape	Toyo Landscape
Total Number of Employees in Firm	90	23	20	12
Owners/Partner/Assoc. Partners				
Black/African American				
Hispanic/Latin American				
Asian or Pacific Islander	1		1	1
American Indian				
Filipino				
White		1		
Total	1	1	1	1
Women (should be included in counts above and also reported here separately).	0	0	0	0
Managers				
Black/African American				
Hispanic/Latin American			2	4
Asian or Pacific Islander	1			
American Indian			1	
Filipino				
White		1		
Total	1	1	3	4
Women (should be included in counts above and also reported here separately).	1	1	1	1
Staff				
Black/African American				
Hispanic/Latin American	76	21	16	7
Asian or Pacific Islander	1			
American Indian				
Filipino	1			
White	10			
Total	88	21	16	7
Women (should be included in counts above and also reported here separately).	25	0	0	0
Percentage of Ownership				
Black/African American				
Hispanic/Latin American				
Asian or Pacific Islander	100%		100%	100%
American Indian				
Filipino				
White		100%		
Total	100%	100%	100%	100%
Women (should be included in counts above and also reported here separately).	0%	0%	0%	0%
Current Certification as Minority/Women-Owned Firm				
State of California	*	*	*	*
City of Los Angeles	*	*	*	*
Federal Government	*	*	*	*
County of Los Angeles	*	*	*	*

*Did not provide information on CBE form.

Figures are based on information received from bidders on their proposals. Therefore, some columns may not add to the correct totals.

**PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS
PUBLIC LIBRARY**

**LANDSCAPE & GROUNDS MAINTENANCE – LIBRARY HEADQUARTERS
(LHQ)**

The proposed contract would reduce the County's cost to provide landscape and grounds maintenance services by an estimated **\$6,729.00 (37 %)** based on Auditor-Controller guidelines for cost comparison. Additional information on contractor employees' wages and benefits is provided below.

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
Laborer	\$16.10 per hour	\$11.84 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit

Health Insurance	No
Retirement Plan	No
Dental Plan	No
Holidays	5 paid days per year
Sick Leave	3 paid days per year
Vacation	5 paid days per year
Life Insurance	No
Other	None

Contractor Health Plan Information

None



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GRACE BUILDING MAINTENANCE CO., INC.

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

LIBRARY HEADQUARTERS (LHQ)

**CONTRACT PROVISIONS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – LIBRARY HEADQUARTERS**

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**CONTRACT PROVISIONS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – LIBRARY HEADQUARTERS**

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CONTRACT

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
GRACE BUILDING MAINTENANCE CO., INC.
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
LIBRARY HEADQUARTERS (LHQ)**

This Contract and Exhibits made and entered into this ____ day of _____, 2007 by and between the County of Los Angeles, hereinafter referred to as County and **Grace Building Maintenance Co., Inc.**, hereinafter referred to as Contractor. **Grace Building Maintenance Co., Inc.** is located at **3580 Wilshire Blvd., Suite 1440, Los Angeles, CA 90010.**

RECITALS

WHEREAS, the County may contract with private businesses for Landscape and Grounds Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Landscape and Grounds Maintenance Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Landscape and Grounds Maintenance Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - Contractor's Obligation as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this

Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Call Back:** Emergency services that shall be addressed by the Contractor within a two (2) hour time frame of notification.
- 2.2 Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, *Exhibit A*.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 County:** Los Angeles County Department of Public Library
- 2.6 County Contract Project Monitor:** The individual designated to oversee the day to day activities of this Contract. They are Responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.7 County Librarian:** Director of Los Angeles County Department of Public Library.
- 2.8 County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 2.9 County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 2.10 Day(s):** Business day(s) unless otherwise specified.

- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Library:** Los Angeles County Department of Public Library
- 2.13 Library Staff:** Employees of Los Angeles County Department of Public Library.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of **(four) 4** years commencing after execution by the County Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to **one (1)** additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of (five) 5 years and **six (6)** months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or his/her designee as authorized by the Board.
- 4.3 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the

Contractor for provision of the Services specified herein in accordance with *Exhibit B - Pricing Schedule, and Exhibit C - Contractor's Proposed Schedule*, and shall not exceed **\$11,652.00** for each year of this Contract, except as set forth in *Sub-paragraph 8.1 - Amendments*.

- 5.2 The Contractor will be paid the monthly contract fee of **\$971.00**, approximately forty-five (45) business days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit E - County's Administration*.
- 5.5 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall

immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule and Exhibit C - Contractor's Proposed Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule and Exhibit C - Contractor's Proposed Schedule*.

5.6.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- ***Exhibit K - Monthly Certification for Applicable Health Benefit Payments***
- ***Exhibit L - Payroll Statement of Compliance***

5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Los Angeles County Department of Public Library
Contract Services Unit
7400 East Imperial Highway, Room 206
Downey, CA 90242

5.6.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County Contract Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

5.6.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Project Director

The Responsibilities of the County Contract Project Director include:

- ensuring that the objectives of this Contract are met; and

- providing direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

6.2 County Contract Project Manager

The responsibilities of the County Contract Project Manager include:

- meeting with the Contract Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County Contract Project Monitor

The County Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contract Manager

7.1.1 The Contract Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contract Manager.

7.1.2 The Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Contract Project Manager and the County Contract Project Monitor on a regular basis.

7.1.3 The Contract Manager must have **three (3)** years of experience.

7.2 Approval of Contractor's Employees

7.2.1 The County has the absolute right to approve or disapprove all of the Contractor's employees performing work hereunder and any proposed changes in the Contractor's employee, including, but not limited to, the Contract Manager.

7.2.2 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.

7.2.3 The County may require the Contractor, at their expense, to conduct background security checks on their employees.

7.3 Contractor's Employee Identification

The Contractor shall provide, at the Contractor's expense, all employees providing services under this Contract with a photo identification badge.

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. The Contractor's employees may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person.

7.3.2 The Contractor shall notify the County within one business day when employees are terminated from working under this Contract. The Contractor shall retrieve the employee's ID badge on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If the County requests the removal of the Contractor's employee, the Contractor shall retrieve the employee's ID badge on the next business day after the employee has been removed from working on the County Contract.

7.4 Employee Criminal Record

No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.5 Background and Security Investigations

- 7.5.1 At any time prior to or during term of this Contract, the County may require that all the Contractor's employees performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees passes or fails the background clearance investigation.
- 7.5.2 The County may request that the Contractor's employees be immediately removed from working on the County Contract at any time during the term of the Contract. The County will not provide to the Contractor or to the Contractor's employees any information obtained through the County conducted background clearance.
- 7.5.3 The County may immediately deny or terminate facility access to the Contractor's employees who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County, at the sole discretion of the County.
- 7.5.4 Disqualification, if any, of the Contractor's employees, pursuant to this Sub-paragraph 7.5, shall not relieve the

Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.3 The Contractor shall sign and adhere to the provisions of *Exhibit G1 - Contractor Acknowledgment and Confidentiality Agreement*.
- 7.6.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G2 - Contractor Employee Acknowledgment and Confidentiality Agreement*.
- 7.6.5 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 Except as provided in Sub-paragraph 8.1.4, for any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.2 The Board or Chief Administrative Officer (CAO) or designee may require the addition and/or change of certain

terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the CAO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.

8.1.3 The County Librarian or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities listed in Attachment I; the County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per function estimate. This cost estimate shall not exceed the cost to provide landscape maintenance for similar sized library facilities being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. The County Librarian or his/her designee has authority to sign the amendment for the County. All terms

in the current Contract shall extend to any library facility added in the amendment.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever

without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within **thirty (30)** business days after the Contract's effective date, the Contractor shall provide the County with

the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees,

agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis,

no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or

indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such

employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, the County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all

existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length

of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for

reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to the Subcontractors of the Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position

in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through the Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all the Contract terms and conditions and performance standards.

Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance

with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County Department of Public Library
Contract Services Unit
7400 East Imperial Highway, Room 206
Downey, CA 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on

the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the

County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or

- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

8.24.2 Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - policy limit	\$1 million

Disease - each employee \$1 million

8.24.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.24.5 Pollution Liability insurance shall also provide pollution liability coverage with a limit of not less than \$1 million per occurrence covering the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include the costs and expenses associated with clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County Librarian or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the County Librarian or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian or his/her designee, deems are

correctable by the Contractor over a certain time span, the County Librarian or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian or his/her designee, may: (1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (2) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such specified in *Appendix C – Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (3) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.25.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the state at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination

laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract. Refer to *Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Project Manager and/or County Contract Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Project Manager or County Contract Project Director is not able to resolve the dispute, the County Librarian or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is provided in *Exhibit I – Safely Surrender Baby Law* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibit E - County's Administration* and *Exhibit F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) business days prior written notice thereof to the other party. The County Librarian or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or

agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to *Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement* of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under The Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be

otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the Los Angeles County, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and

employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. Refer to *Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar

liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (1) repaid by the Contractor to the County by cash payment upon demand or (2) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in their sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling

the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall

provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.39.6 The County Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to: the County Contract Project Manager at the address identified in *Exhibit E - County Administration*, before any Subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in *Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program*, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to *Sub-paragraph 8.42 - Termination for Default* and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as

otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with *Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement*.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Project Director:

- The Contractor has materially breached this Contract;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be

liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

- 8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean the Subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by

the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Sub-paragraph 8.42 - Termination for Convenience*.

8.42.5 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the

Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 FORCE MAJEURE

- 8.50.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.50.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.50.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at Sub-section 5 of this Sub-paragraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona

fide health care benefits for its Employees and any dependents; or

- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser

number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the

remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, "Travel Time" shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall

also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit K – Monthly Certification for Applicable Health Benefit Payments* and *Exhibit L – Payroll Statement of Compliance*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified,

any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages

in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

c. Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage

If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment

If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any

underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

c. Termination

The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment

In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole

discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the

event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act;
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or

- b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit M* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit M - Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA)*.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain or retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the Contractor has obtained the County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the Contract had been properly awarded;
 2. In addition to the amount described in Sub-division 1, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Contract; and

- The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

/

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: GRACE BUILDING
MAINTENANCE CO., INC.

By BYEONGUK JEONG
Name

PRESIDENT
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By David Beaudet
David Beaudet
Deputy County Counsel

**CONTRACT FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – LIBRARY HEADQUARTERS (LHQ)**

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EXHIBIT A

STATEMENT OF WORK

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

LIBRARY HEADQUARTERS (LHQ)

**STATEMENT OF WORK (SOW)
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- I. SERVICE LOCATIONS
- II. TREE TRIMMING CONFIRMATION
- III. PUBLIC LIBRARY GROUNDS MAINTENANCE MONITORING REPORT

**STATEMENT OF WORK (SOW)
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – LIBRARY
HEADQUARTERS (LHQ)**

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This contract will cover the **Library Headquarters (LHQ)** of the County of Los Angeles Public Library listed in Attachment I. Attachment I is a listing of the Library Facility to be serviced under this contract. The Contractor is required to provide landscape and grounds maintenance services including, but not limited to: mowing and edging of turf, providing weed control or eradication of weeds, applying fertilizer, raking planter beds and turf area, emptying trash containers, annual pruning and trimming of shrubs and trees, operating and maintaining irrigation system, providing the necessary on-going maintenance of additional tasks as provided for herein.

2.0 ADDITION/DELETION OF LIBRARY FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities listed in Attachment I; the County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per function estimate. This cost estimate shall not exceed the cost to provide landscape maintenance for similar sized library facilities being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. The County Librarian or his/her designee has authority to sign the amendment for the County. All

terms in the current Contract shall extend to any library facility added in the amendment.

- 2.2 All Changes must be made in accordance with *Sub-paragraph 8.1 - Amendments* of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that the Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 3.3 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.
- 3.4 The Contractor shall maintain and keep current a report that records when all periodic, annual, seasonal, additional work and maintenance functions performed by the Contractor's employee were completed. The report shall be in a form and content acceptable and available to the County. It shall be mailed/faxed to the County upon request.
- 3.5 All complaints shall be abated as soon as possible after notification, but in all cases within 24 hours, the County shall be notified immediately of the reason for not abating the complaint, followed by a written report to the County within five (5) business days. If a complaint is not abated within the time specified or to the satisfaction

of the County, the County may correct the specific complaint. The total cost incurred by the County will be deducted from the payments owing to the Contractor from the County.

- 3.6 The Contractor shall thoroughly complete each task in a professional manner. To this end, quality equipment and materials that comply with all current regulations and standards shall be used.
- 3.7 The Contractor shall be required to provide landscape and grounds maintenance services, including, but not limited to maintenance of turf, ground cover, shrubs and trees; renovation of turf and ground cover areas; pruning and trimming of trees and shrubs; take care of weed control, vegetation disease, and pest control; operation of the irrigation systems; repair of sprinkler heads and risers; and maintenance of equipment pursuant to these specifications and to the frequencies established by the County, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit B Pricing Schedule and govern the Contractor's completion of required operations.
- 3.8 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.
- 3.9 The Contractor recognizes that during this Contract, other activities may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations. The Contractor shall promptly comply with any request made by the County.
- 3.10 The Contractor shall respond to all emergencies within two (2) hours of notification.

- 3.11 The Contractor shall be required to clearly identify and equip each vehicle used at the County service areas with decals on the exterior right and left front door panels, visible and readable from a distance of fifty (50) feet, identifying the Contractor's name and phone number.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, *Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.15 - County's Quality Assurance Plan.*

4.1 Meetings

The Contractor is required to attend any scheduled meetings (as needed). Advance notification will be done at least one (1) business day. However, depending on the importance of the issue a meeting may be scheduled during the same business day. Failure to attend may cause an assessment of fifty dollars (\$50.00).

4.2 Annual Evaluation

The County or its agent will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The Contractor deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

4.3 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the County Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved

within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Refer to *Appendix C – Technical Exhibit, Exhibit 1 – Contract Discrepancy Report*. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

4.4 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 5.1 Call Back:** Emergency services that shall be addressed by the Contractor within a two (2) hour time frame of notification.
- 5.2 Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 5.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 5.4 Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 5.5 County:** Los Angeles County Department of Public Library
- 5.6 County Contract Project Monitor:** The individual designated to oversee the day-to-day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 5.7 County Librarian:** Director of Los Angeles County Department of Public Library.
- 5.8 County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 5.9 County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 5.10 Day(s):** Business days unless otherwise specified.
- 5.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 5.12 Library:** Los Angeles County Department of Public Library
- 5.13 Library Facility (ies):** Library Location
- 5.14 Library Staff:** Employees of the Los Angeles County Department of Public Library.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, *Paragraph 6.0 - Administration of Contract - County*. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract *Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.1 - Amendments.*

6.2 Furnished Items

6.2.1 UTILITIES:

The County shall pay for all utilities except the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the County. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the County prior to the actual deduction to allow for explanations.

6.2.2 KEYS:

The Contractor will be issued any necessary keys which cannot be duplicated. The Contractor accepts full responsibility for these keys.

CONTRACTOR

6.3 Contract Manager

- 6.3.1 The Contractor shall provide a full-time Contract Manager or designated alternate. The County must have access to the Contract Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contract Manager may be reached on a twenty-four (24) hours basis per day.

6.3.2 The Contract Manager shall act as a central point of contact with the County.

6.3.3 The Contract Manager shall have three (3) years of experience.

6.3.4 The Contract Manager/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 The Contractor shall assign a sufficient number of employees to perform all work according to the specifications set forth, (Statement of Work, Specific Work Requirements Section 10.0). The Contractor's employees whether assigned to any one facility or as part of a crew serving any number of library facilities, shall be authorized to act for the Contractor in every detail and must speak and understand the English language.

6.4.2 The County may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the interest of the public patronizing the premises.

6.4.3 No person employed by the Contractor and assigned to the County shall have a high-grade misdemeanor and/or

misdemeanor theft conviction or any felony convictions. The County reserves the right to preclude the Contractor from employment or continued employment of any individual at the library facilities. The County further reserves the right to conduct a background investigation of the Contractor's employees at any time and to bar such employees from the library facilities under appropriate circumstances. The Contractor and employees of the Contractor working in the library facilities shall be under a continuing obligation to disclose any prior or subsequent criminal record information to the County.

- 6.4.4 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the libraries in this RFP. The Contractors' employees must be able to communicate effectively with public and staff. The County shall make the final determination as to what constitutes communication.
- 6.4.5 The Contractors employees shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory employee's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the County.
- 6.4.6 The Contractor's crew leader and operational employees, as well as their supervisory and management employees, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each location shall be kept with each operating crew.
- 6.4.7 The Contractor's executive, management or supervisory employees shall provide ongoing follow-up behind

operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for ongoing direction and management of the Contractor's employees.

6.5 Uniforms and Identifications Badges

6.5.1 The Contractor's employees that are assigned to County facilities shall wear an appropriate uniform at all times. The Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County Contract Project Director or his/her designee, will be provided by and at the Contractor's expense.

6.5.2 The Contractor shall ensure that their employees are appropriately identified as set forth in *Sub-paragraph 7.3 - Contractor's Staff Identification* of the Contract.

6.5.3 The Contractor shall ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge shall be displayed on employee's person at all times when he/she is on County designated property.

6.6 Materials and Equipment

6.6.1 The Contractor is responsible for purchasing all materials and equipment to provide the needed services of the library facilities. The Contractor shall pay out of its own resources, all costs and charges in connection with collections. The County has no obligation to pay for expenditures incurred by the Contractor that exceed the Contract amount, scope of work, or contract terms.

6.6.2 The Contractor shall use materials and equipment that are commercial grade, safe for the environment, and that are safe for use by the employee. All Contractor employees

must wear safety and protective gear according to The State of California OSHA standards and shall be maintained in accordance to the Manufacturers standards and specifications.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable way. All equipment shall be checked daily for safety.

6.7 Training

6.7.1 The Contractor shall be responsible for ensuring that each Contractor employee is familiar with the entire library facility that they shall service.

6.7.2 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.3 All Contractor employees shall be trained in their assigned tasks and in the safe handling of equipment.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. **If an answering service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.** Refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirement Summary (PRS)* for non-compliance.

6.9 Contractor's Damage

6.9.1 All damages incurred to existing library facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

6.9.2 All such repairs or replacements shall be completed within the following time limits:

- a. Irrigation damage shall be repaired or replaced within one (1) watering cycle.
- b. All damages to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

6.9.3 All repairs or replacements shall be completed according to the following maintenance practices:

a. Trees

Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or certified arborist. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the County.

b. Shrubs

Minor damage may be corrected by appropriate pruning as required in the "Pruning and Hedge Trimming Operation" of the On-Going Maintenance Specification.

c. Chemicals

All damage resulting from chemical operation, either spray-drift or lateral leaching, shall be corrected according to the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

d. Appurtenances

All damage caused to components from accidents or cumulative effects of the Contractor's staff improperly applying materials or other incidents

caused by the carelessness of the Contractor's staff shall be corrected at the Contractor's expense.

6.10 Emergency Procedures

The Contractor shall immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-9555.

7.0 HOURS/DAY OF WORK

- 7.1 The basic daily hours of maintenance services shall be Monday through Friday from 7:00 a.m. to 3.30 p.m.
- 7.2 The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five (5) days per week. The Contractor is to provide the County with a weekly work schedule of ground maintenance services of all library facilities. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the County.
- 7.3 The County will provide a list of County-recognized holidays.

8.0 WORK SCHEDULES

- 8.1 The Contractor shall submit for review and approval a work schedule for each library facility to the County Contract Project Manager within ten (10) business days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Schedules shall be adhered to at all times unless the County is otherwise notified of a change.
- 8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Contract Project Manager for review and approval within five (5) business days to scheduled time for work.

- 8.3 The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the requirements to notify the County for Specialty Type maintenance as set forth immediately hereinafter.
- 8.4 The Contractor shall notify the County, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are:
- a. Fertilization
 - b. Turf verification
 - c. Turf renovation/re-seeding
 - d. Micro-Nutrients/soil amendments
 - e. Spraying of trees, shrubs, or turf
 - f. Aesthetic tree pruning
 - g. Other items as determined by the County.

9.0 UNSCHEDULED WORK

- 9.1 The County Contract Project Manager or his/her designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements (i.e., vandalism, acts of God, and third party negligence) when the need for work arises out of extraordinary incidents or to add to, modify or refurbish existing library facilities.
- 9.2 The Contractor shall prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unscheduled work. If immediate action is needed, a verbal authorization can be given to perform unscheduled work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the unscheduled work exceeds the Contractor's estimate the County Contract Project Director or his/her designee must approve the excess cost. No unscheduled work shall commence without written/verbal authorization.

- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contractor shall contact the County's Contract Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. The Contractor shall submit an invoice to County's Contract Project Director with five (5) business days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. The Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

All areas covered under this Contract shall be maintained with a well manicured appearance and all work shall be performed in a workmanlike manner, using quality equipment and materials.

To accomplish the required maintenance of the facility staffing visitations shall be daily, five (5) days per week, Monday through Friday at the task frequencies indicated in the following requirements:

10.1 Mowing Operation

- 10.1.1 Mowing operations shall be performed in a professional manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 10.1.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- 10.1.3 All equipment shall be adjusted to proper cutting heights and shall be adequately sharpened.
- 10.1.4 Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.
- 10.1.5 Mowing operation shall be on a schedule that is acceptable to the County.

- 10.1.6 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 10.1.7 Mowing of turf at each facility shall be completed in one operation.

10.2 Mowing – Frequency

All turf areas shall receive no less than the following:

- 10.2.1 During the warm season (April through November) all turf areas shall be mowed no less than once a week for a total mowing frequency of thirty-five (35).
- 10.2.2 During the cool season (December through March) all turf areas shall be mowed no less than once every two weeks for a total mowing frequency of eight (8).

10.3 Mowing Site Inspection and Reporting

- 10.3.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 10.3.2 If a mowing operation cannot be completed thoroughly within the designated time frame; the County Contract Project Monitor shall be immediately notified through the Contractor's communication network.

10.4 Mechanical Edging – Operation

- 10.4.1 All turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.
- 10.4.2 All turf edges including but not limited to sidewalks, driveways, curbs, shrub beds, flower beds ground-cover beds and around tree bases shall be edged to be a neat and uniform line.
- 10.4.3 Mechanical edging of turf shall be completed as one operation in a way that results in a well-defined, V-shaped

edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.

10.4.4 All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, back-flow devices, other equipment and obstacles.

10.4.5 All ground cover and flowerbed areas where maintenance next to turf areas shall be kept neatly edged and all grass invasions.

10.4.6 Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

10.5 Mechanical Edging – Frequency

10.5.1 Mechanical edging of turf shall be performed 26 times per year, once every two (2) weeks.

10.5.2 Mechanical edging of ground cover shall be performed twelve (12) times per year, once per month.

10.6 Weed Removal – Operation

10.6.1 All grass like weeds, morning glory or vine-weed types, ragweed, and other underground spreading weeds shall be kept under strict control.

10.6.2 Methods for removal of weeds can incorporate one or all four of the following:

- Hand removal (Mechanical)
- Cultivation
- Eradication
- Mulching

10.6.3 Remove or control of all weeds and grass from the following areas: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas, and undeveloped areas.

- 10.6.4 Remove all weeds mechanically from shrub beds, planters, and other cultivated areas.
- 10.6.5 Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If the kill is not completed by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County shall be made.
- 10.6.6 After a complete kill; all dead weeds shall be removed from the areas.

10.7 Weed Removal – Frequency

- 10.7.1 Walkways, beds, planters, and landscape shall be inspected, spot treated and weeds removed; once each month.
- 10.7.2 Developed areas of a facility that have become denuded shall be maintained weed free, once each month.
- 10.7.3 Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be controlled to a given height for appearance or fire suppression reasons; once a month.

10.8 Litter Control – Operation

- 10.8.1 Thorough visual inspections and litter pickups to remove paper, rocks, glass, trash, undesirable materials, and other accumulated debris within the hard surfaces and landscape areas to be maintained including but not limited to walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, catch basins, shall be accomplished to ensure a neat appearance.

- 10.8.2 Thorough visual inspections and litter pickup and supplemental hand sweeping of parking space gutters and other parking spaces inaccessible to power equipment, shall be accomplished to ensure a neat appearance.
- 10.8.3 Litter pickup shall be completed as early in the day as possible, but never later than 11:00 a.m.
- 10.8.4 Litter picked up on the site shall be placed in appropriate trash bins.

10.9 Litter Control – Frequency

- 10.9.1 Complete policing of turf, beds, planters, walkways, sidewalks, paved or rock hipped medians or islands, gutter areas, drainage areas, areas on slopes from the toe or top of the slopes to ten (10) feet up or down the slopes adjacent to developed areas, roadways, parking spaces; once per week.

10.10 Raking – Operation

- 10.10.1 Accumulation of leaves shall be removed from all landscape areas including beds, planters and turf areas under trees and shall be removed and disposed of offsite at the end of each day's work.

10.11 Raking – Frequency

- 10.11.1 Turf under trees; once per month.
- 10.11.2 Shrub beds and planters, two (2) times per month.

10.12 Shrub Pruning and Hedge Trimming – Operation

- 10.12.1 Shrubs shall be pruned to encourage healthy growth habits and for shape to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning.
- 10.12.2 All plant materials shall be pruned where necessary to maintain access and safe vehicular and pedestrian

visibility and clearance and to prevent or eliminate hazardous situations.

10.12.3 All dead shrubs shall be removed with approval from the County Contract Project Manager.

10.12.4 All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

10.12.5 All pruned or trimmed plant material shall be removed and disposed of offsite at the end of each day's work.

10.13 Shrub Pruning and Hedge Trimming – Frequency

10.13.1 Prune shrubs for safety (vehicular and pedestrian visibility and access); every two months.

10.13.2 Formal hedge trimming; every two months.

10.13.3 Groundcover thinning; every month.

10.14 Tree Trimming/Pruning– Operation

10.14.1 Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:

- a. All trees shall be trimmed, shaped, and thinned.
- b. All dead and damaged branches and limbs shall be removed, and a smooth cut shall be made outside the branch bark ridge.
- c. All trees shall be trimmed to prevent encroachment on private property.
- d. All trees shall be trimmed where necessary to maintain access and safe vehicular and pedestrian visibility and clearance to prevent or eliminate hazardous situations.

- e. All trees shall be trimmed and maintained to prevent any blockage in roof drainage areas and should not obscure safety lights that are attached to buildings and located in parking lots.

10.14.2 Pruning Procedures

- a. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb.
- b. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
- c. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
- d. All cuts exceeding 1/2 inch shall be treated with an appropriate tree heal compound.
- e. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- f. Climbing spurs shall not be used.

10.14.3 Pruning Criteria

- a. The initial step of pruning shall be the removal of all deadwoods, weak, diseased, insect infested and damaged limbs.
- b. All trees shall be pruned for vertical and horizontal clearance. Such clearances are seven (7) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

- c. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inch or twenty-four (24) inch spacing.
- d. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- e. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of species.
- f. All suckers and sprouts shall be cut flush with the trunk or limb.
- g. No stubs shall be permitted.
- h. All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage shall be reported to the County Contract Project Monitor.
- i. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- j. All green waste and debris shall be removed and disposed of offsite at the end of each day's work.
- k. All trees, which are downed by either natural or unnatural causes, shall be removed and disposed offsite. Where possible, stumps shall be removed to twenty-four (24) inches below grade and wood chips and hole backfilled to grade.

10.15 Tree Trimming/Pruning – Frequency

- 10.15.1 Tree trimming/pruning; every twenty-four (24) months. Additionally, the Contractor shall notify the County Contract Project Monitor via phone, fax, or email five (5) business days before a tree trimming is performed at each library facility to ensure that the library staff is

notified to prepare for the tree trimming. The Contractor employee shall fax or mail a **Tree Trimming Confirmation Form** (Attachment II) to the County's Contract Project Monitor. **Note: Deviation from the utilization of the Tree Trimming Confirmation Form (Attachment II) shall result in a fee assessment as indicated in Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS).** All completed services shall be evaluated and approved by the Community Library Manager (CLM) of each library facility. Confirmation of services **shall not** be acknowledged by the County until a signed copy by the CLM has been received by the County Contract Project Monitor.

- 10.15.2 Within thirty (30) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Tree Trimming Schedule. This schedule shall list the month and week that each tree trimming service shall be conducted and must be strictly adhered to. In the event, services are not completed within a five (5) day grace period, refer to Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirements Summary (PRS). If the Contractor makes any deviation from the schedule prior to work commencing, the Contractor must present the schedule change with an explanation in writing to the County via fax, mail, or email. Any changes must be approved by the County Contract Project Manager.

10.16 Sweeping – Operation

- 10.16.1 Concrete areas shall be checked for cracks, crevices, and deterioration. When found the Contractor shall immediately notify the County Contract Project Monitor.

- 10.16.2 Walkways, and steps shall be cleaned including but not limited to the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the landscape.
- 10.16.3 Methods for sweeping of areas may incorporate one or all of the following:
- Power pack blowers
 - Vacuums
 - Brooms
 - Push power blowers
- 10.16.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. If power blowers are forbidden, the Contractor shall find alternate ways to accomplish the task. The Contractor shall not use any power equipment Monday through Friday, prior to 7:00 a.m., nor later than 3:30 p.m. Further, any schedule of such operations may be modified by County to insure that the public is not unduly impacted by the noise or dust pollutants created by such equipment.
- 10.16.5 Supplemental hand sweeping of parking space gutters and other parking spaces shall be required in those areas inaccessible to power equipment.

10.17 Sweeping – Frequency

- 10.17.1 Sweeping of the hard surface areas, parking space gutters and inaccessible areas, walks, steps and hard surface areas; once per week.

10.18 Aerification – Operation

- 10.18.1 Aerate all turf areas by using a device that removes one-half (1/2) inch cores to depth of two (2) inches and not more than six (6) inch spacing.

10.18.2 Turf aerification shall be accomplished during April through November.

10.18.3 Planned operational dates shall be furnished to the County prior to the start of Contract.

10.19 Aerification – Frequency

10.19.1 Aerify turf twice per year.

10.20 Rodent Control – Operation

10.20.1 All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) will be used for this control.

10.21 General Landscape Maintenance – Site Inspection and Reporting

10.21.1 Prior to proceeding with any general landscape maintenance task, the site shall be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation. In addition, inspection shall include evaluation of overgrown, dead and/or damaged trees and shrubs. The Contractor is responsible for reporting and making recommendation for improvement to the County Contract Project Manager.

10.21.2 If an operation cannot be thoroughly completed within the designated time frame; the County Contract Project Monitor shall be immediately notified through the Contractor's communication network.

10.22 Chemical Edging Detailing – Operation

10.22.1 Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.

Precautionary measures shall be employed since all areas will be open for public access during application.

- 10.22.2 Water shall not be applied to treated areas for forty-eight (48) hours after each application.
- 10.22.3 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 10.22.4 Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
- 10.22.5 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width shall be considered normal.
- 10.22.6 Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made.
- 10.22.7 After a complete kill; all dead weeds shall be removed and disposed of offsite at the end of each day's work.

10.23 Chemical Edging/Detailing – Frequency

- 10.23.1 Chemical turf detailing around trees, turf boundaries, and various irrigation components, once every two (2) months, or as stated.
- 10.23.2 Chemical application: beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas,

roadways, frontage roads, streams beds, slopes, and hillsides; once each month.

10.24 Chemical Application – Site Inspection and Reporting

- 10.24.1 Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 10.24.2 If an operation cannot be thoroughly completed within the designated time frame, the County Contract Project Monitor shall be immediately notified through the Contractor's communication network.

10.25 Watering and Irrigation System Management

- 10.25.1 Since water requirements by plant vary according to the season and particular year, the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a scheduled most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 10.25.2 To provide adequate soil moisture, the Contractor shall consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or

inclement weather. A soil probe shall be used to depth of eight (8) inches to determine the water penetration by random testing of the root zones.

- 10.25.3 Watering shall be regulated to avoid interference with any use of the facility, roadways, paving, walks, or areas as designated for scheduled special events.
- 10.25.4 In the areas where wind creates problems of spraying water onto private property or road rights of ways, the controllers shall be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water shall not sheet over the roadway. Any run off of water is not to be tolerated.
- 10.25.5 Irrigation system shall be controlled as to not cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.
- 10.25.6 New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.
- 10.25.7 All ground cover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 10.25.8 The Contractor shall be responsible for the operation of the automatic controllers, backflow devices, control valves, gate valves, risers and sprinkler heads, in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested according to these specifications and frequencies specified herein.
- 10.25.9 The Contractor shall ensure that all employees working on the irrigation system are fully trained in all phases of

landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

10.25.10 The Contractor shall be responsible for maintenance of the irrigation system by performing the following tasks:

- a. Inspecting and reporting the status of the irrigation system.
- b. Adjusting and cleaning sprinkler heads (may require the removal of the sprinkler head for this function).
- c. Repairing or replacing sprinkler heads having a half (½) inch inlet.
- d. Providing all P.V.C. schedule 80 nipples, caps, plugs, elbows, coupling, etc., from the laterals to the heads due to normal wear.
- e. Providing replacements of all risers and swing joints due to normal wear.
- f. Flushing irrigation pipelines following repairs and replacements.
- g. Recovering and re-fastening of removed valve box covers.
- h. Notifying the County Contract Project Monitor of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- i. Replacing irrigation components identified as the Contractors responsibility shall be completed within

one (1) watering cycle of determining damaged or inoperable irrigation component.

- j. Repairing immediately all broken or missing sprinkler heads causing a loss of a large amount of water.
- k. Repairing irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the County prior to any installation thereof.

10.26 Irrigation System Operability and Testing - Operation

10.26.1 To ensure the operability of the irrigation system, once a week the Contractor shall cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system and report any damage or incorrect operation to the County.

10.26.2 During the testing, the Contractor shall:

- a. Adjust all sprinkler heads for the correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, windows, hard surface areas and private property.
- b. Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
- c. Record and report all system malfunctions, damage, and obstructions to the County Contract Project Monitor and take corrective action.
- d. Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.

10.27 Irrigation System Operability and Testing – Frequency

Operation and maintenance of the irrigation system shall be received from the Contractor no less than the following:

- 10.27.1 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads, once per month or more frequently if problems/conditions indicate a need.
- 10.27.2 Adjust and correct for coverage, once per week.
- 10.27.3 Repair and/or replace, as determined by the County, damaged or inoperable sprinkler heads; as needed. Missing or broken heads must be replaced immediately to conserve water.
- 10.27.4 Visual inspection of systems impact on landscape and checking of valve boxes for safety and security purposes; once per week.
- 10.27.5 Flush irrigation pipelines after repair or replacement of irrigation components; as needed.
- 10.27.6 If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the County may opt to pay the Contractor supplementally to continue the manual manipulation, or the County may decide to terminate the supplemental irrigation.

10.28 Watering and Irrigation System Management – Site Inspection and Reporting

- 10.28.1 Each time a location is scheduled to receive services, the Contractor shall check the facility for irrigation system malfunction and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.

- 10.28.2 The Contractor shall report all malfunctions, hazards, and emergencies immediately to the County Contract Project Monitor.
- 10.28.3 If an operation cannot be thoroughly completed within the designated time frame; the County Contract Project Monitor shall be immediately notified through the Contractor's communication network.
- 10.28.4 All Contractor's crews and supervisors working or reviewing a site shall be responsible for reporting malfunctions and mitigating any hazards.

10.29 Seasonal Tasks

The following seasonal tasks shall be performed to maintain a well-manicured appearance of each facility (Sample Contract 5.0, Contract Sum).

- 10.29.1 Renovation/Vertical Mowing – Operation
- a. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
 - b. Sweep or take the dislodged thatch from the turf areas and dispose off-site.
 - c. Standard renovating or vertical mowing type equipment shall be used.
 - d. Vertical mowing to remove the thatch in turf areas shall be done to encourage healthy growth and to maintain acceptable appearance.
 - e. Renovation-Turf:
 - Renovate to the soil line and remove all excessive thatch in turf area.
 - After the thatch is removed and upon completion of turf renovation all turf areas shall be over seeded, mulched, and watered.

- Areas to be over-seeded shall be seeded utilizing blends or mixtures at the rate application recommended by the County.
 - Mulch shall be spread evenly over the entire area to a uniform depth as requested.
- f. All planted areas shall be cultivated to encourage water penetration, fertilizer absorption and gaseous exchange.

10.29.2 Turf Re-seeding/Restoration of bare areas - Operation

- a. The Contractor shall overseed all damaged, vandalized, and bare areas to re-establish turf to an acceptable quality.
- b. Areas to be over seeded shall be seeded utilizing blends or mixtures at the rate of application by the County.
- c. Contractor may once each year, in the fall, overseed all turf areas after aerification and overseed all bare spots as-needed throughout the remainder of the year to re-establish turf to an acceptable quality. The Contractor shall aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of quarter ($\frac{1}{4}$) inch) in this sequence. The County may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only, unless provided loss of turf was due to the negligence of the Contractor.

10.29.3 Disease/Insect Control – Operation

- a. All landscaped areas shall be maintained free of disease and insects that could cause damage to

plant materials including, but not limited to, trees, shrubs, ground cover, and turf.

- b. The County Contract Project Monitor shall be notified immediately of any disease, insects, or unusual conditions that might develop.
- c. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.29.4 Plant materials – Operation

- a. Plant materials shall conform to the requirements of the Landscape Plan of the areas and the “Horticultural Standards” of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- b. Substitutions may be allowed, but only with prior written approval by the County.
- c. Plant names used in the landscape plan of the area conform to “Standard Plant Names” by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade shall be followed.
- d. Quality:
 - Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local

regulations governing these matters, and shall be free from any noxious weeds.

- All trees shall be measured six (6) inches above the ground surface.
- Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.
- Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
- All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the County.

10.29.5 Fertilization – Operation

- a. All fertilizer(s)/micro-nutrient(s) shall be approved by the County prior to application.
- b. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.
- d. Areas shall be fertilized utilizing ratios and mixtures recommended by the County at the rate of application per the manufacturer's recommendation.

- e. Fertilization shall be done twice a year.

10.30 Use of Chemicals

- 10.30.1 All Contractor's work involving the use of chemicals shall be in compliance with all federal, state and local laws and shall be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.
- 10.30.2 A listing of proposed chemicals to be used including commercial name, application rates, and type of usage shall be submitted to the County for approval at the commencement of the Contract. No work shall begin until written approval of use is obtained from the County.
- 10.30.3 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 10.30.4 Records of all operations stating dates, times methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of four (4) years.
- 10.30.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the County.
- 10.30.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

- 10.30.7 Chemicals shall be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

10.31 Safety

- 10.31.1 The Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable OSHA and CalOSHA Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.
- 10.31.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The County shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including but not limited to filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public

who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.

10.32 Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

10.33 Signs/Improvements

The Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the County.

10.34 National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

10.35 Storage Facilities

The County will not provide storage facilities.

10.36 Removal of Debris

All debris derived from the landscape and grounds maintenance services specified herein shall be removed from County property and disposed of at the Contractor's expense.

11.0 GROUNDS MAINTENANCE SERVICES MONITORING REPORTS

The library staff will track and report using the **Grounds Maintenance Services Monitoring Report Form** (Attachment III) any deficiency(ies) that are found within their library facility to the County Contract Project Monitor. The Grounds Maintenance Services Monitoring Report Forms are submitted by fax to the County Contract Project Monitor by the library staff

weekly. The Contractor will be notified for corrective action. The Contractor is responsible to ensure that the deficiency(ies) are addressed and corrective action is taken within the appropriate time frame when notified by the County Contract Project Monitor. The Contractor shall fax, mail, or email confirmation of the corrective action taken to the County Contract Project Monitor. Refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)* for non-compliance.

12.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Performance Requirements Summary (PRS) is a listing of services that are intended to be completely consistent with the Contract and the Statement of Work (SOW) and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in this PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) business days written notice with or without cause, as provided for in the Contract, *Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.41 - Termination for Convenience.*

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REQUIRED FORMS - EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: GRACE BUILDING MAINTENANCE CO.		
Company Address: 3580 WILSHIRE BLVD., SUITE 1440		
City: LOS ANGELES	State: CA	Zip Code: 90010
Telephone Number: (213) 386-2003		
Solicitation For 4610609 Services: LANDSCAPE SERVICES - HEADQUARTERS		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

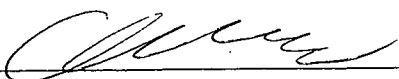
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: BYEONG U. JEONG	Title: PRESIDENT
Signature: 	Date: 1/22/2007

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafe1a.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zey Yaroslavy, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafe1a.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Graffano Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Lita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Bradwaite-Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Krabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmela
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J LIVING WAGE ORDINANCE
- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT
PAYMENTS
- L PAYROLL STATEMENT OF COMPLIANCE

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Chapter 2.201 LIVING WAGE PROGRAM

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2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

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Chapter 2.201 LIVING WAGE PROGRAM

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- E. **“Proposition A contract” means a contract governed by Title 2, Section 2.121.250 et.seq. of this code, entitled Contracting with Private Business.**

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be **\$9.64 per hour** with health benefits, **or \$11.84 per hour** without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least **\$2.20 per hour** towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. **Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.**

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder,

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Chapter 2.201 LIVING WAGE PROGRAM

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or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

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Chapter 2.201 LIVING WAGE PROGRAM

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- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the

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Chapter 2.201 LIVING WAGE PROGRAM

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seriousness of the employer's violation of this chapter, **in accordance with Section 2.202.040 of this code.**

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Exhibit IX

Instruction Box: Please complete all sections of this form.
(Information to complete this form can be obtained from your
weekly certified payroll reports). Submit this form with your
Certified Payroll Reports to the awarding County department.
Be sure to complete and sign the reverse side of this form
before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:		(3) Work Location:	
(6) Department Name:		(7) Contract Service Description:	
(9) Contractor Health Plan Name(s):		(4) From payroll period: ___/___/___ to payroll period: ___/___/___	
(10) Contractor Health Plan ID Number(s):		(8) Contract Name & Number:	
(5) For Month Ending:			

	(11)	(12)	(13)					(14)	(15)	(16)	(17)	(18)	(19)
			Total Hours Worked Each Week of Monthly Pay Period										
	Employee Name, Address & Last 4 digits of SSN	Work Classification	1	2	3	4	5	Total Agree- gate Hours	Employer Paid Health Benefit Hourly Rate	Gross Amount Paid (14x15)	Employee Paid Health Benefit Hourly Rate	Gross Amount Paid (14x17)	Aggregate \$ Health Benefit Paid (18+19)
1													
2													
3													
4													
5													
Total (This Page)													
Grand Total (All Pages)													
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.													
Print Authorized Name:													

Authorized Signature:	Date: ___/___/___	Title:	Telephone Number (include area code)	Page: ___ of ___
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COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

Exhibit K-1

PAGE OF

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COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
_____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or
indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in
directly from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature and Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

EXHIBIT M

**CONTRACTOR'S OBLIGATIONS
AS A
"BUSINESS ASSOCIATE"
UNDER THE
HEALTH INSURANCE PORTABILITY
AND
ACCOUNTABILITY ACT
OF
1996
(HIPAA)**

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

1.0 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

1.0 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.0 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05